

V.I.A. 3
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 MOVED TO

Meeting Date
December 15, 2015



AGENDA	
Section	Consent
Item No.	II.A.7

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Sale and Purchase (Contract 1), Contract for Sale and Purchase (Contract 2), and Addendum for the acquisition of properties as part of the Central Disposal Facility/ Adamson Road Landfill Expansion Project – District 1 (Fiscal Impact: \$120,000.00)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Solid Waste Management Department

Requested Action:

It is requested that the Board of County Commissioners approve and accept, or counter these offers, and, if accepted, authorize the Chairman to execute the Contract for Sale and Purchase (Contract 1), Contract for Sale and Purchase (Contract 2) and Addendum.

Summary Explanation & Background:

The subject properties are located in Section 17, Township 24 South, Range 35 East.

The Solid Waste Management Department for Brevard County is planning an expansion of the Central Disposal Facility located at 2250 Adamson Road in Cocoa that will require the acquisition of parcels along Adamson Road. The two parcels located at Rustic Way are owned by Keith G. Everett and are needed for the project.

The parcel, referenced as Contract 1, has improvements of a manufactured/mobile home. An appraisal issued on September 25, 2015, by an independent appraiser, reflects the appraised value of \$45,000.00. The property owner will accept a minimum of \$50,000.00 due to the loss of income that he will experience, as this was an income producing property for the owner.

The parcel, referenced as Contract 2, has improvements of a manufactured/mobile home. An appraisal issued on September 25, 2015, by an independent appraiser, reflects the appraised value of \$65,000.00. The property owner will accept a minimum of \$70,000.00 due to this being the homestead property of the owner and he will have costs associated with relocating.

Potential Options are as follows:

1. Reject the counter offers and extend other offers to the owner in an amount to be determined by the Board at this time.
2. Reject the counter offers and direct staff to proceed with eminent domain for the two parcels. This would include all the fees and costs associated with eminent domain.
3. Accept the counter offers from seller and instruct staff to proceed with the closing.

It is staff's recommendation that the Board select option 3 and direct staff accordingly.

Fiscal impact: FY2016 -2017 \$120,000.00 – Fund 4011/352130/5610001
FY 2017-2018 No impact

Clerk to the Board Instructions: Forward original executed Contract for Sale and Purchase (Contract 1), original executed Contract Sale and Purchase (Contract 2), original executed Addendum and the Board approval memo to Department.

Exhibits Attached: Original Contract for Sale and Purchase (Contract 1) with Exhibit A, Original Contract for Sale and Purchase (Contract 2) with Exhibit A, Original Addendum, Location Map, Property Fact Sheet Parcel 1, Property Fact Sheet Parcel 2

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension		 John Denninghoff / 57202			
Stockton Whitten	Assistant County Manager	 Euripides Rodriguez / 52042					



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item VI.A.3., Contracts for Sale and Purchase and Addendum with Keith G. Everett for Acquisition of Properties as Part of the Central Disposal Facility/Adamson Road Landfill Expansion Project

The Board of County Commissioners, in regular session on December 15, 2015, approved Option 3, to accept the counter offers from seller, execute Contracts for Sale and Purchase and Addendum with Keith G. Everett for acquisition of properties as part of the Central Disposal Facility/Adamson Road Landfill Expansion Project; and directed staff to proceed with the closing. Enclosed are fully-executed Contracts for Sale and Purchase and Addendum.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Tammy Etheridge, Deputy Clerk

Encls. (3)

cc: Solid Waste Management Director
Contracts Administration
Finance
Budget

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT 1 AND CONTRACT 2 FOR SALE AND PURCHASE
KEITH EVERETT – OWNER – RUSTIC PLACE – CENTRAL
DISPOSAL FACILITY / ADAMSON ROAD LANDFILL EXPANSION
PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION/
SOLID WASTE MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPS</u>	_____	<u>11/17/15</u>
SOLID WASTE Euripides Rodriguez, Director	<u>[Signature]</u>	_____	<u>11/20/2015</u>
COUNTY ATTORNEY Christine Lepore Assistant County Attorney	<u>see attached</u>	_____	<u>11/19/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>[Signature]</u>	_____	<u>12/1/15</u>

AGENDA DUE DATE: December 1, 2015 for the December 15, 2015 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT 1 AND CONTRACT 2 FOR SALE AND PURCHASE
KEITH EVERETT – OWNER – RUSTIC PLACE – CENTRAL
DISPOSAL FACILITY / ADAMSON ROAD LANDFILL EXPANSION
PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION/
SOLID WASTE MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

	<u>REVIEW</u>		
	<u>APPROVE</u>	<u>DISAPPROVE</u>	<u>DATE</u>
LAND ACQUISITION Dan Jones, Supervisor	<u>DPS</u>	<u> </u>	<u>11/17/15</u>
SOLID WASTE Euripides Rodriguez, Director	<u> </u>	<u> </u>	<u> </u>
COUNTY ATTORNEY Christine Lepore Assistant County Attorney	<u>CL</u>	<u> </u>	<u>11/19/15</u>
PUBLIC WORKS John Denninghoff, Director	<u> </u>	<u> </u>	<u> </u>

AGENDA DUE DATE: December 1, 2015 for the December 15, 2015 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

CONTRACT FOR SALE AND PURCHASE

Contract 1

Seller: Keith G. Everett
Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: See Attached Exhibit A

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$50,000.00 (Fifty Thousand Dollars and No/100)

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before December 15, 2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, [] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [] a title search and/or [X] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on or before February 26, 2016, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.
a. SELLER warrants that there are no parties in occupancy other than Seller.
b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property [] is [X] is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [] See attached addendum [X] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
JIM BARFIELD, CHAIRMAN
As approved by the Board 12/15/15

Keith G. Everett (Seller) Date 11-17-15

Date: 12/15/15

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

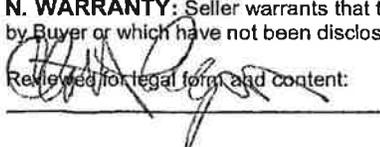
 (Assistant) County Attorney

Exhibit A

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS the South 319 feet, LESS the East 100 feet, LESS the West 30 feet, and LESS the North 60 feet, of Section 17, Township 24 South, Range 35 East, Brevard County, Florida.

(Also known as Tract 1, Block 13, Canaveral Groves Subdivision, recorded in Survey Book 2, Page 63 and Official Records Book 1899, Pages 449 through 465, Public Records of Brevard County, Florida).

CONTRACT FOR SALE AND PURCHASE

Seller: Keith G. Everett
Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Contract 2

Legal description of property being transferred: See Attached Exhibit A

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$70,000.00 (Seventy Thousand Dollars and No/100)

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before December 15, 2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn.

Title evidence: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or Buyer shall at Buyer's expense obtain a title search and/or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on or before February 26, 2016, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing. a. SELLER warrants that there are no parties in occupancy other than Seller. b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer. c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes. d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards.

Condemnation: This property is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: See attached addendum NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
JIM BARFIELD, CHAIRMAN
As approved by the Board 12/15/15
Date: 12/15/15

Keith G. Everett
(Seller) Keith G. Everett Date 11-17-15

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

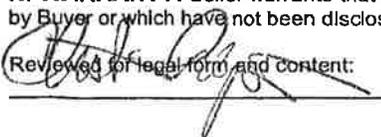
 (Assistant) County Attorney

Exhibit A

The South 319 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS the East 100 feet, LESS the South 30 feet, and LESS the West 30 feet of Section 17, Township 24, Range 35 East, Brevard County, Florida.

(Also known as Tract 2, Block 13, Canaveral Groves Subdivision, recorded in Survey Book 2, Page 63 and Official Records Book 1899, Pages 449 through 465, Public Records of Brevard County, Florida).

Addendum

This addendum is made this 15 day of December, 2015 and amends the CONTRACT FOR SALE AND PURCHASE between Seller: Keith G. Everett, 2301 Rustic Place, Cocoa, FL 32926 and Buyer: **Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

1. As part of the consideration for this Agreement, Buyer agrees to allow Seller to retain possession of the properties for a time period of 60 days from the date of closing pursuant to the following conditions:
 - a. It is hereby specifically agreed and understood that the only use permitted for the properties is as a personal residence for Seller and that any variance in such use shall require written consent of Buyer.
 - b. Seller shall pay all charges for potable and waste water disposal and other utility services including electricity, heating fuel, gas and telephone supplied to Seller' on the properties.
 - c. Seller shall be responsible for maintaining the properties in a safe and habitable condition. No new improvements or structures may be placed or constructed on the properties.
 - d. Seller shall provide at closing, all documents required to transfer title to the mobile homes on the properties to Buyer as of the date of the closing.
 - e. Seller may remove and any and all personnel property or structures from the properties prior to the end of the 60-day possession.
 - f. Seller is not responsible for any costs associated with the removal of any structures, personal property or debris from property once Seller has vacated the site. Any structures or personal property left by Seller after he vacates the properties will be considered abandoned by Seller and become Buyer's property without any further action by either party.
 - g. Seller shall make no unlawful, improper, immoral or offensive use of the property nor will Seller use the property or allow the use of the property for any purpose other than that hereinabove set forth. Failure of Seller to comply with this provision shall be considered a material default under this agreement and subject same to immediate termination by Buyer.
 - h. Buyer shall not be liable for any damage or injury sustained by Seller or any other person resulting from Seller's use of the properties. Seller agrees that he will indemnify and hold harmless Buyer from any and all liability, claims, damages, losses, expenses, including attorney's fees, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any duty or obligation herein set forth or with the use, occupation, management or control of the property or any improvements thereto or any furniture, furnishings, equipment and fixtures used in

connection with said property. Seller agrees that he will, at his own expense, defend any and all actions, suits or proceedings which may be brought against Buyer in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against Buyer in any such action or proceeding. Seller further agrees to provide and maintain, at all times during the terms of this agreement without cost or expense to Buyer, policies of insurance generally known as tenant homeowner's insurance policies with personal liability coverage in an amount not less than **Three hundred thousand Dollars and 00/100 (\$300,000)** to cover any and all claims connected with any single incident or occurrence. Failure of Seller to provide and maintain said policies of insurance for the duration of this agreement shall be considered a material default under this agreement and subject same to immediate termination by Buyer. A copy of such insurance policy shall be filed with the Brevard County Risk Management Manager at closing. All personal property, equipment, fixtures, structures, or improvements constructed or placed on or about the property shall be at the risk of Seller and Buyer shall not be liable for any damage or loss to Seller's personal property, equipment, fixtures, structures or improvements located thereon for any cause whatsoever. Seller agrees and understands that Buyer does not and shall not carry liability, fire or theft insurance on any of said items or facilities to cover Seller's interest therein.

- i. Seller shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the property, and any improvements, structures or facilities placed, installed or constructed thereon, including but not limited to, all rules and regulations relating to the operation and maintenance of safe housing.
 - j. Buyer or its agents may enter in and on the property with 24-hour prior notice to Seller at any reasonable time for the purpose of inspecting the property or performing other duties as are required by law or by the terms of this agreement.
 - k. Seller hereby agrees to pay Buyer's reasonable attorney's fees, court costs and any other costs of eviction or collection in which Buyer is successful should Seller fail to vacate the properties pursuant to the terms of this agreement.
 - l. This agreement shall not be assigned or extended. Seller shall vacate the properties by 5:00pm on the 60th day after closing.
 - m. Notice to Buyer under this agreement shall be given to the Brevard County Land Acquisition Section, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940, and notice to Seller shall be given to Keith G. Everett at 2301 Rustic Place, Cocoa, FL 32926.
2. All other terms and conditions shall remain the same.
 3. The terms of this addendum shall survive closing.

BREVARD COUNTY, FLORIDA

By: _____

JIM BARFIELD CHAIRMAN
Brevard County Commission

 Date 11-17-15
(Seller)

Print: Keith G. Everett

As Approved by Brevard County Commission on 12/15, 2015
Agenda Item # VI.A.3

Reviewed for legal form and content:

, County Attorney

ATTEST:


SCOTT ELLIS, CLERK

PROPERTY FACT SHEET

PROJECT: CENTRAL DISPOSAL FACILITY/ ADAMSON ROAD LANDFILL EXPANSION PARCEL 1

OWNER:	Keith G. Everett
PARCEL LOCATION:	2305 Rustic Place
PARCEL SIZE:	.94 acres – whole acquisition
ZONING/LANDUSE:	GU – General Use
IMPROVEMENTS:	Manufactured/Mobile Home
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	24-35-17-01-00013.0-001.00
MARKET VALUE:	Appraised value \$45,000.00 as of September 25, 2015 according to Clayton, Roper and Marshall Appraisals
PUBLIC UTILITIES:	Electricity (property has well and septic)
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 14, 2005 Sale amount: \$100.00

PROPERTY FACT SHEET

**PROJECT: CENTRAL DISPOSAL FACILITY/
ADAMSON ROAD LANDFILL EXPANSION
PARCEL 2**

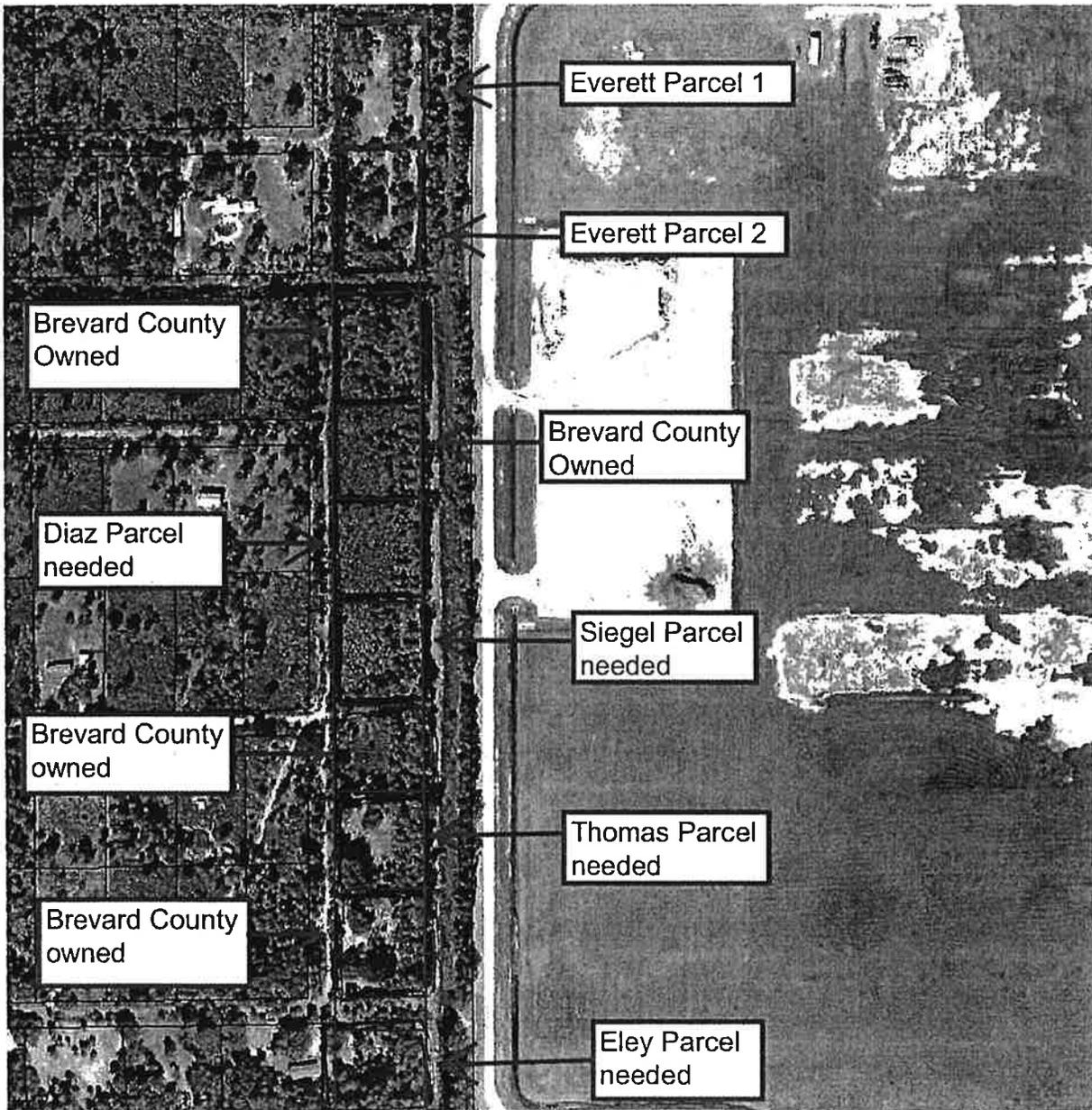
OWNER:	Keith G. Everett
PARCEL LOCATION:	2301 Rustic Place
PARCEL SIZE:	1.33 acres – whole acquisition
ZONING/LANDUSE:	GU – General Use
IMPROVEMENTS:	Manufactured/Mobile Home
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	24-35-17-01-00013.0-002.00
MARKET VALUE:	Appraised value \$65,000.00 as of September 25, 2015 according to Clayton, Roper and Marshall Appraisals
PUBLIC UTILITIES:	Electricity (property has well and septic)
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 14, 2005 Sale amount: \$100.00

LOCATION MAP

SEC: 17 TWP: 24 S RNG: 35 DISTRICT: 1

STREET NAME: Rustic Place

OWNER'S NAME: Keith G. Everett



BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT 1 AND CONTRACT 2 FOR SALE AND PURCHASE
KEITH EVERETT – OWNER – RUSTIC PLACE – CENTRAL
DISPOSAL FACILITY / ADAMSON ROAD LANDFILL EXPANSION
PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION/
SOLID WASTE MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPS</u>	_____	<u>11/17/15</u>
SOLID WASTE Euripides Rodriguez, Director	<u>[Signature]</u>	_____	<u>11/20/2015</u>
COUNTY ATTORNEY Christine Lepore Assistant County Attorney	<u>see attached</u>	_____	<u>11/19/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>[Signature]</u>	_____	<u>12/1/15</u>

AGENDA DUE DATE: December 1, 2015 for the December 15, 2015 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT 1 AND CONTRACT 2 FOR SALE AND PURCHASE
KEITH EVERETT – OWNER – RUSTIC PLACE – CENTRAL
DISPOSAL FACILITY / ADAMSON ROAD LANDFILL EXPANSION
PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION/
SOLID WASTE MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

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SOLID WASTE Euripides Rodriguez, Director	<u> </u>	<u> </u>	<u> </u>
COUNTY ATTORNEY Christine Lepore Assistant County Attorney	<u>CL</u>	<u> </u>	<u>11/19/15</u>
PUBLIC WORKS John Denninghoff, Director	<u> </u>	<u> </u>	<u> </u>

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THANK YOU.

PROPERTY FACT SHEET

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PUBLIC UTILITIES:	Electricity (property has well and septic)
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 14, 2005 Sale amount: \$100.00

PROPERTY FACT SHEET

PROJECT: CENTRAL DISPOSAL FACILITY/ ADAMSON ROAD LANDFILL EXPANSION **PARCEL 2**

OWNER:	Keith G. Everett
PARCEL LOCATION:	2301 Rustic Place
PARCEL SIZE:	1.33 acres – whole acquisition
ZONING/LANDUSE:	GU – General Use
IMPROVEMENTS:	Manufactured/Mobile Home
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	24-35-17-01-00013.0-002.00
MARKET VALUE:	Appraised value \$65,000.00 as of September 25, 2015 according to Clayton, Roper and Marshall Appraisals
PUBLIC UTILITIES:	Electricity (property has well and septic)
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 14, 2005 Sale amount: \$100.00

LOCATION MAP

SEC: 17 TWP: 24 S RNG: 35 DISTRICT: 1

STREET NAME: Rustic Place

OWNER'S NAME: Keith G. Everett

